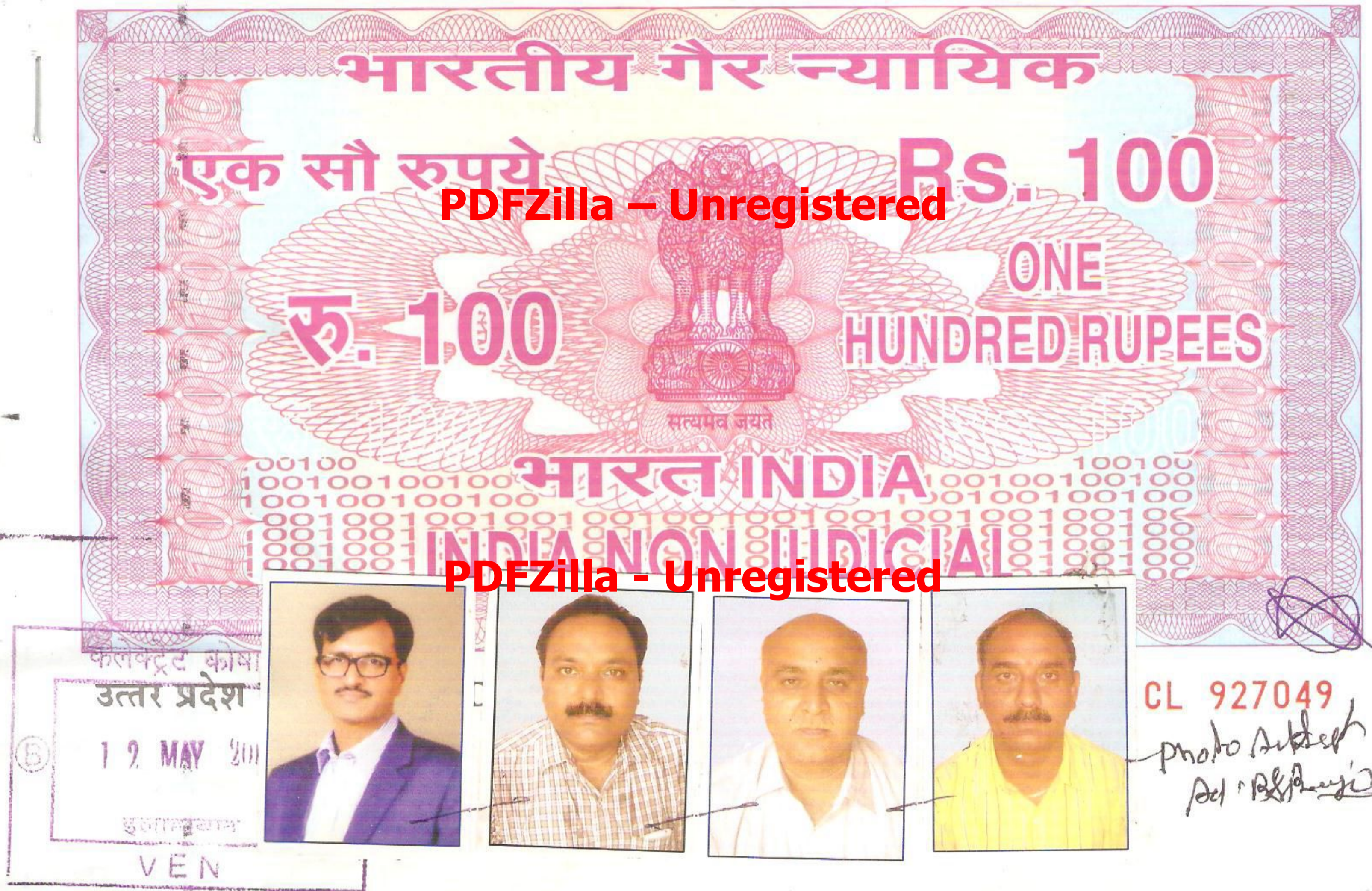


20/1/15



DEED OF DECLARATION OF TRUST

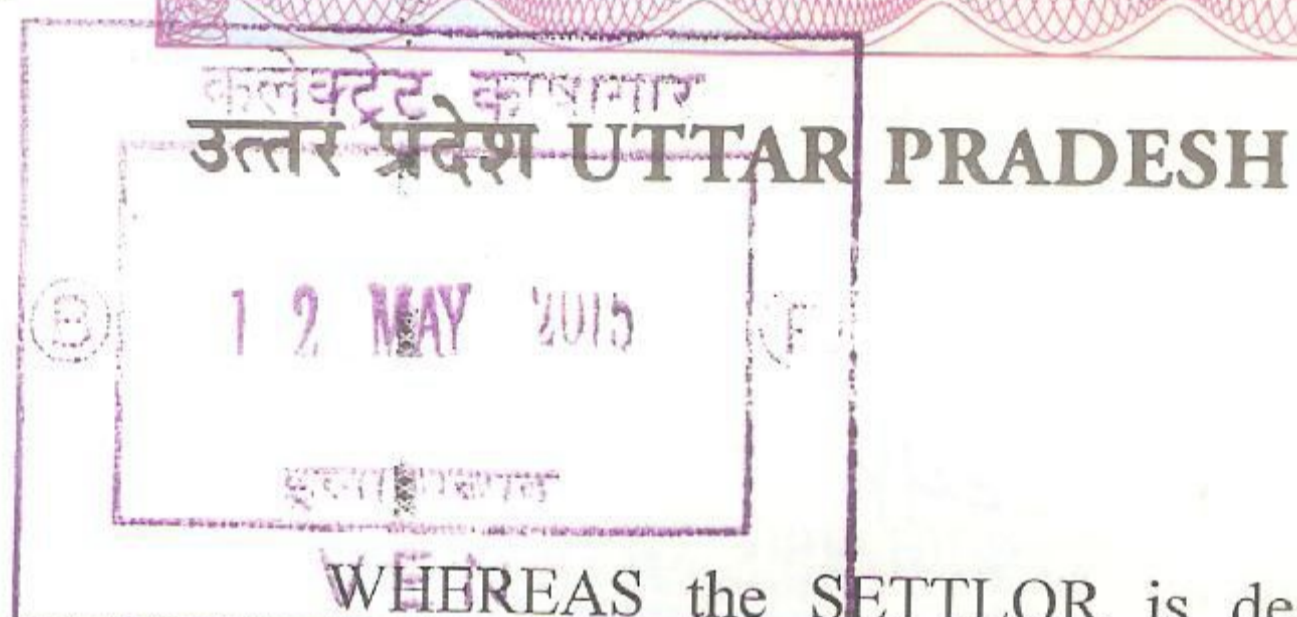
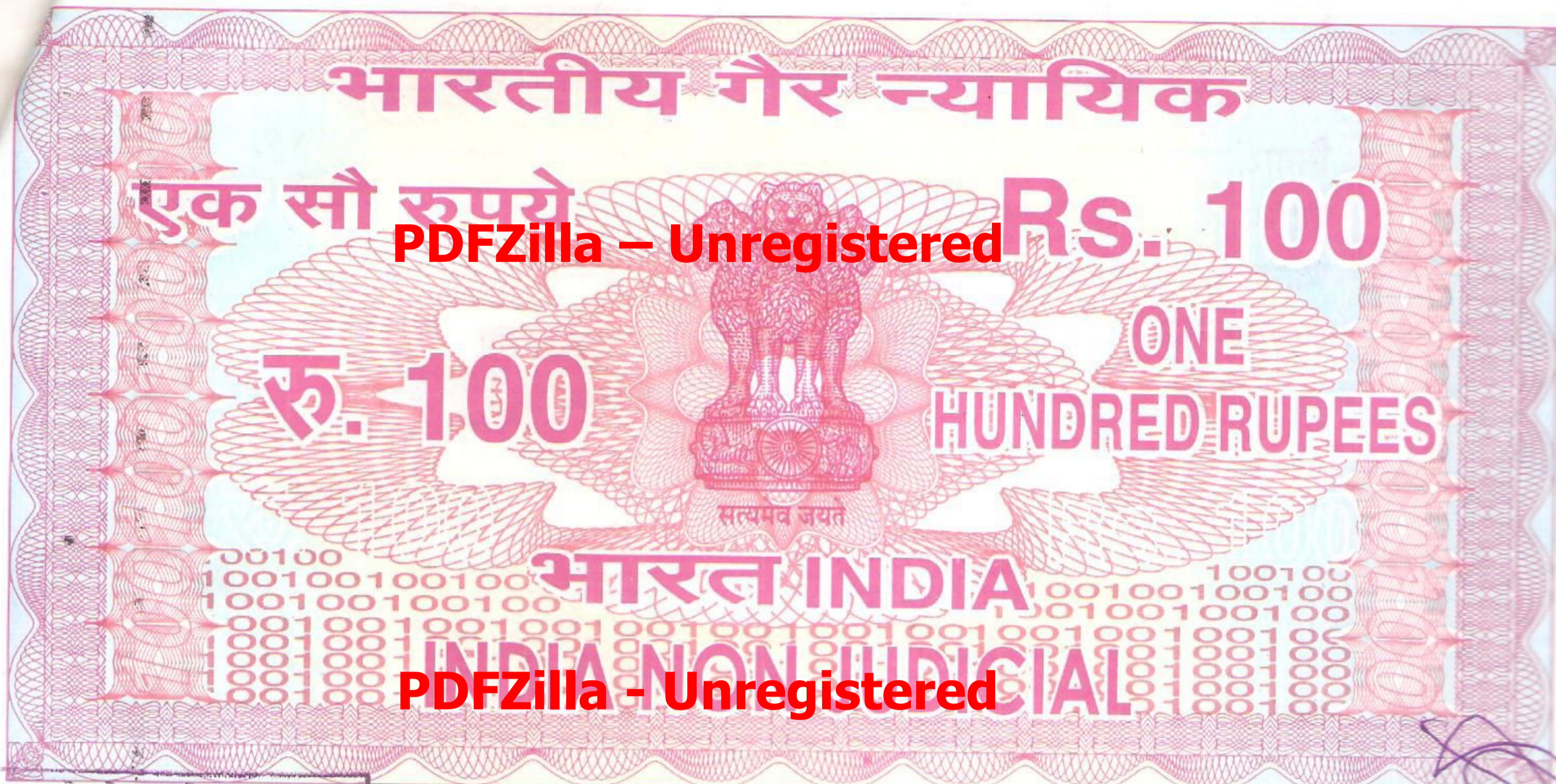
THIS DEED OF DECLARATION OF TRUST is made on this 21st day of May 2015 between:

Shri Vinod Kumar Mishra son of Shri SB Mishra, aged about 47 years and resident of 19/12, Lukerganj, Allahabad hereinafter called the "SETTLOR" of the one part AND

1. Shri Sanjay Kumar Srivastava son of Shri S.C. Srivastava resident of Duplex no. 4, Ambedkar Vihar Colony, Chauraha, Allahabad aged 46 years
2. Shri Sushil Kumar Tiwari son of Late M.D. Tiwari resident of 11/313, Avas Vikas Colony, Jhusi, Allahabad aged 49 years.
3. Shri Santosh Kumar Mishra son of Shri C.L. Mishra resident of 17-K/9-T/4H, Nai Basti, Beniganj, Allahabad aged 44 years.

All Indian inhabitants hereinafter called the "TRUSTEES" (which expression shall unless repugnant to the context or meaning thereof mean and include the surviving or continuing Trustee or Trustees for the time being of these presents and are their heirs, executors administrators and assigns of the last surviving or continuing Trustee or Trustees for the time being of these presents) of the other part.

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CL 927050

WHEREAS the SETTLOR is desirous of alleviating the sufferings and attaining the upliftment of the common masses in the society, he has decided to create a public charitable trust with non-profit objective and has on this 21st Day of May 2015, set apart the sum of Rs. 10000/= (Rupees Ten Thousand Only) to begin with for extending education to the general public and to extend and promote education and educational activities in all their form and substance.

AND WHEREAS for diverse noble causes and considerations for the time being the settler have in anticipation of the execution of these presents transferred irrevocably a sum of Rs. 10000/= (Rupees Ten Thousand Only) and all interest and income due or henceforth to be due in the said sum of Rs. 10000/= (Rupees Ten Thousand Only) and all the rights and of which the said Trustees have knowledge to be held by the Trustees upon Trust powers and provisions hereinafter declared and contained and concerning the same.

AND WHEREAS the settler hereby declare that the said funds and all further funds, donations and contributions in any shape or form to the said funds from time to time and the rents, profits and incomes thereof and the stocks, funds properties and securities for the time being representing the same shall be called Trust Fund and held upon the trust for the objects and purposes and provisions hereinafter mentioned.

AND WHEREAS the trust is hereby expressly declared to be a public charitable trust with non profit objective and all the provisions of this deed are to be constituted accordingly.

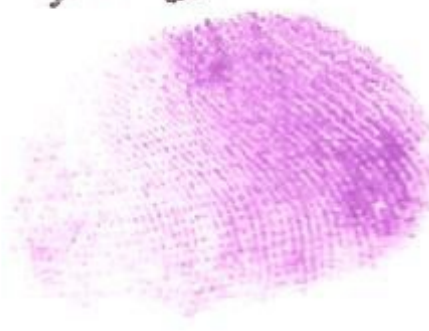
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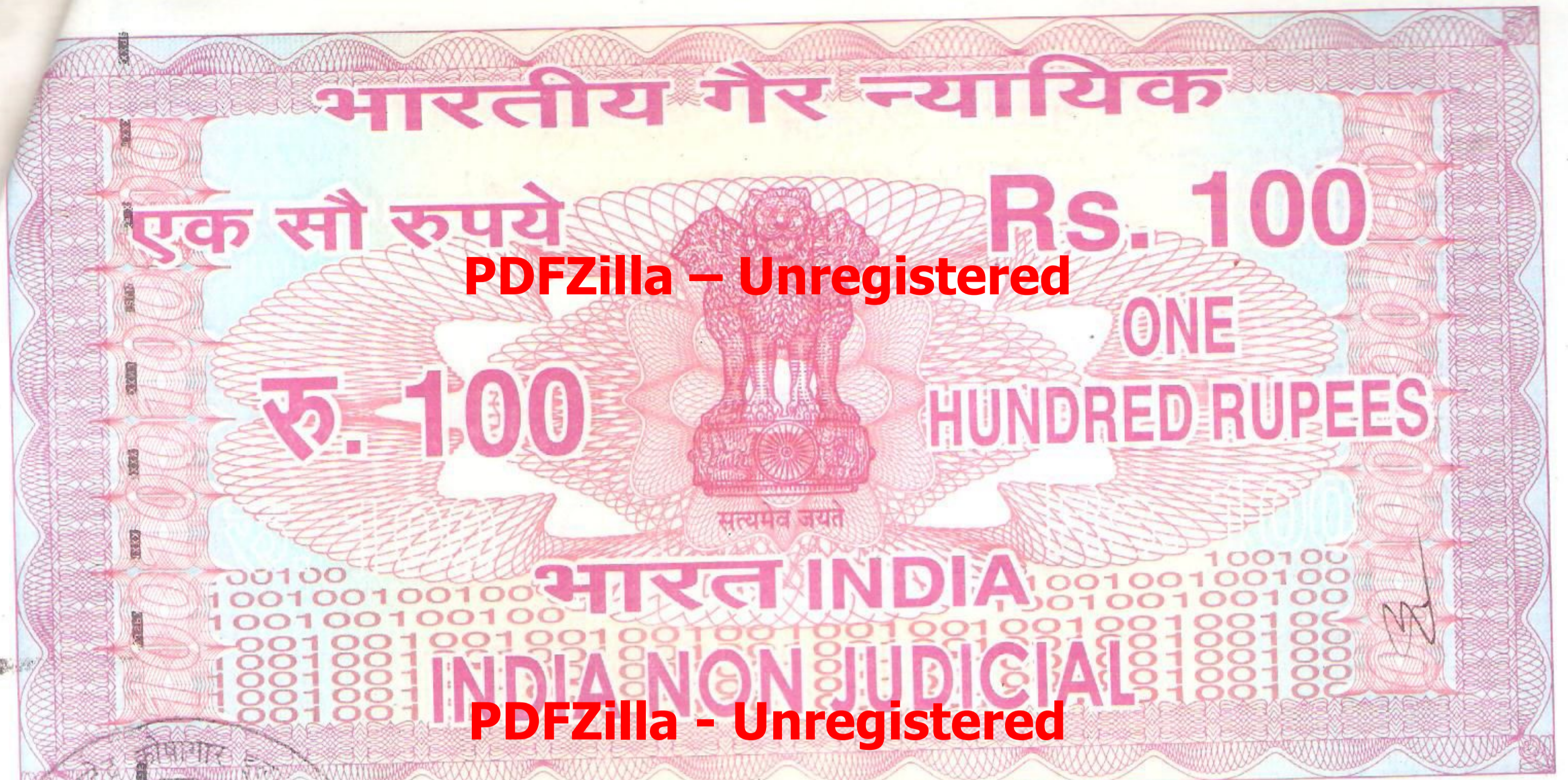


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उत्तर प्रदेश UTTAR PRADESH

19 MAY 2015

AND Whereas the Settler appoints the following persons as Trustees-

1. Shri Sanjay Kumar Srivastava
2. Shri Sushil Kumar Tiwari
3. Shri Santosh Kumar Mishra

AND the Founder shall also be one of the Trustees during his lifetime.

Hereinafter jointly refer to as 'Trustees' and the Trustees shall act and follow this settlement hereinafter incorporated in this indenture.

AND Whereas the Trustees have at the request of the settler agreed to act as Trustees by their Joining in and executing these presents:-

NOW THIS INDENTURE IS WITNESSETH AS FOLLOWS:

1. The name of the trust shall be "PRAYAG EDUCATION & COMMUNITY WELFARE TRUST"
2. The Registered Office of the Trust shall be Duplex No.-4, Ambedkar Vihar colony, Chauphatka, Allahabad or at any other place or places that the Trustees may decide from time to time.

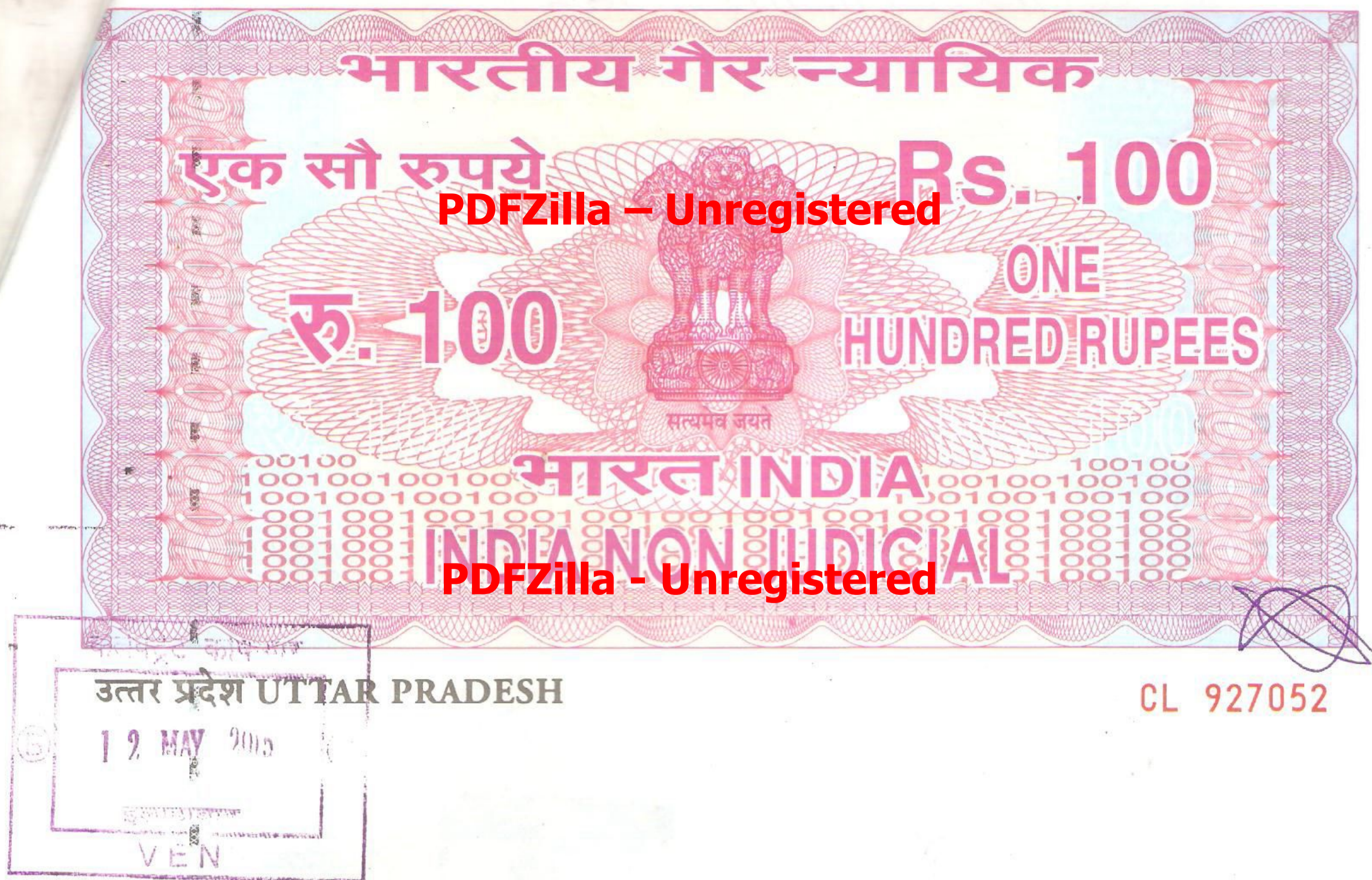
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3. The objects with which the Trust is formed are as under:

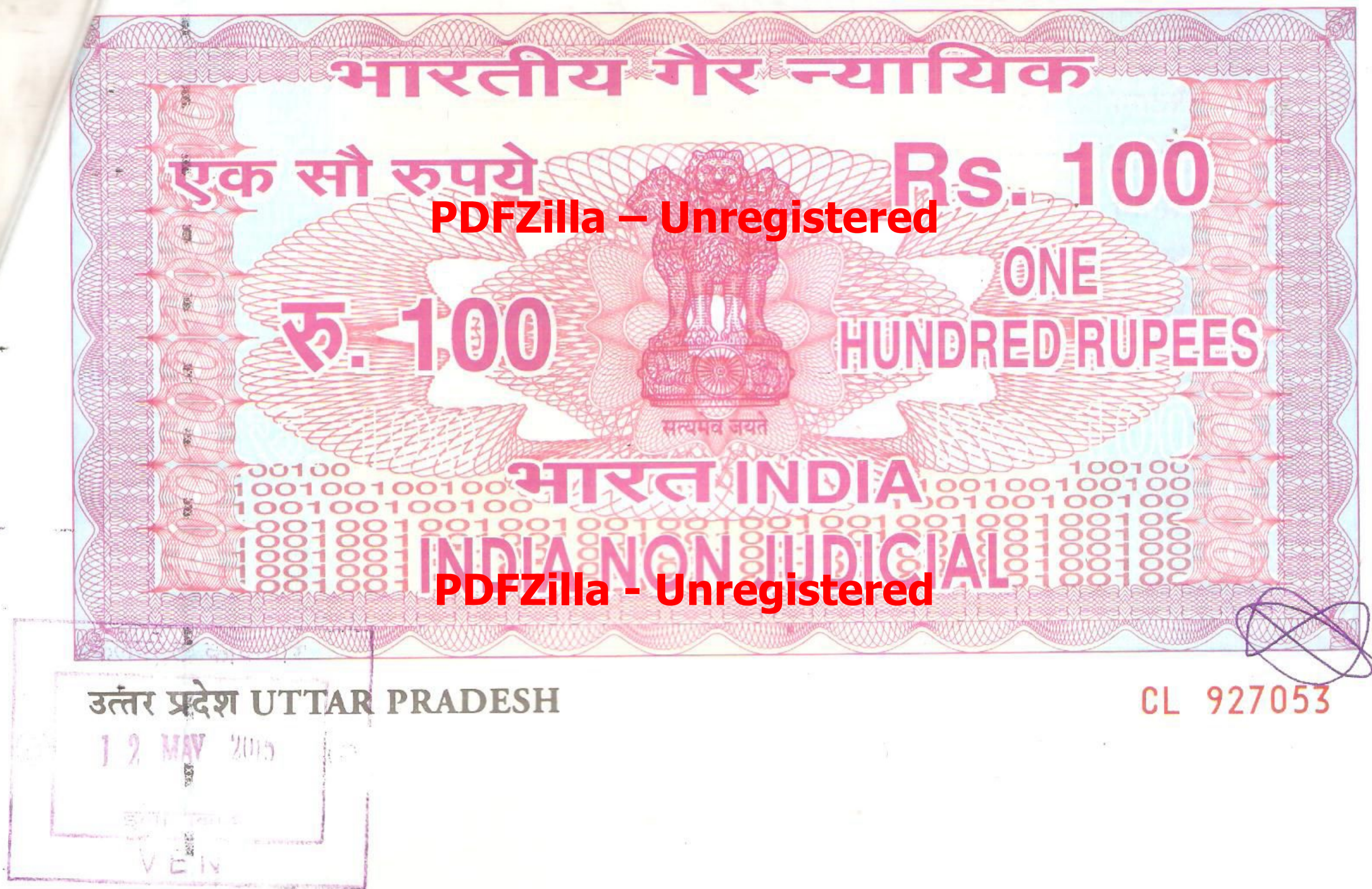
- i. To establish, run, develop or improve any school, college or other educational and/or technical institution or adopt, assist or help any existing education and/or technical institution **without profit motive** for the benefit of public in India.
- ii. To undertake, promote, assist or engage in all kinds of research and development work required to promote, assist or engaged in setting up Educational institutions and Hospitals.
- iii. To undertake, sponsor applied and action research and study programmes on socially relevant themes namely medical, education, promotion of humanitarianism, etc.
- iv. To organised programmes and classes to improve the status of deprived community in the area of education, health, environmental awareness, literature, classical and folk- Music / art, craft, etc.
- v. To sponsor research and to grant scholarships, loans, travel grants, prizes, sammans and/or meritorious/deserving scholars.
- vi. To edit, print, publish and distribute good research books, text, pamphlets, reports, studies and other publications with no profit or subsidized cost in the area of Education, social sciences, cultural programmes, literature, etc.

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- vii. To establish and maintain libraries, information and documentation centres, including audio-visual, computer based educational materials, natural resource centers, etc.
- viii. To undertake academic research as well as socio economic programmes for the weaker section of the society viz, tribal, schedule casts, elderly women, widows and children, senior citizens and also to render training in respect of these fields.
- ix. To provide facilities for the exchange of opinions and views, techniques, practices, **PDFZilla - Unregistered** and subject of interest of the Trust.
- x. To cooperate with professionals from medical, educational, research, financial, industrial institutions and governmental and other organisations for collection and exchange of information.
- xi. To undertake all or any agricultural, medical, educational and other developmental and social welfare services conducive to the aims and objects of the Trust.
- xii. To setup laboratories, purchase and acquire any equipments and instruments required for carrying out medical and educational research.
- xiii. To educate and give training to students, medical and engineering students, nurses, midwives and hospital administrator, and to grant such diplomas/

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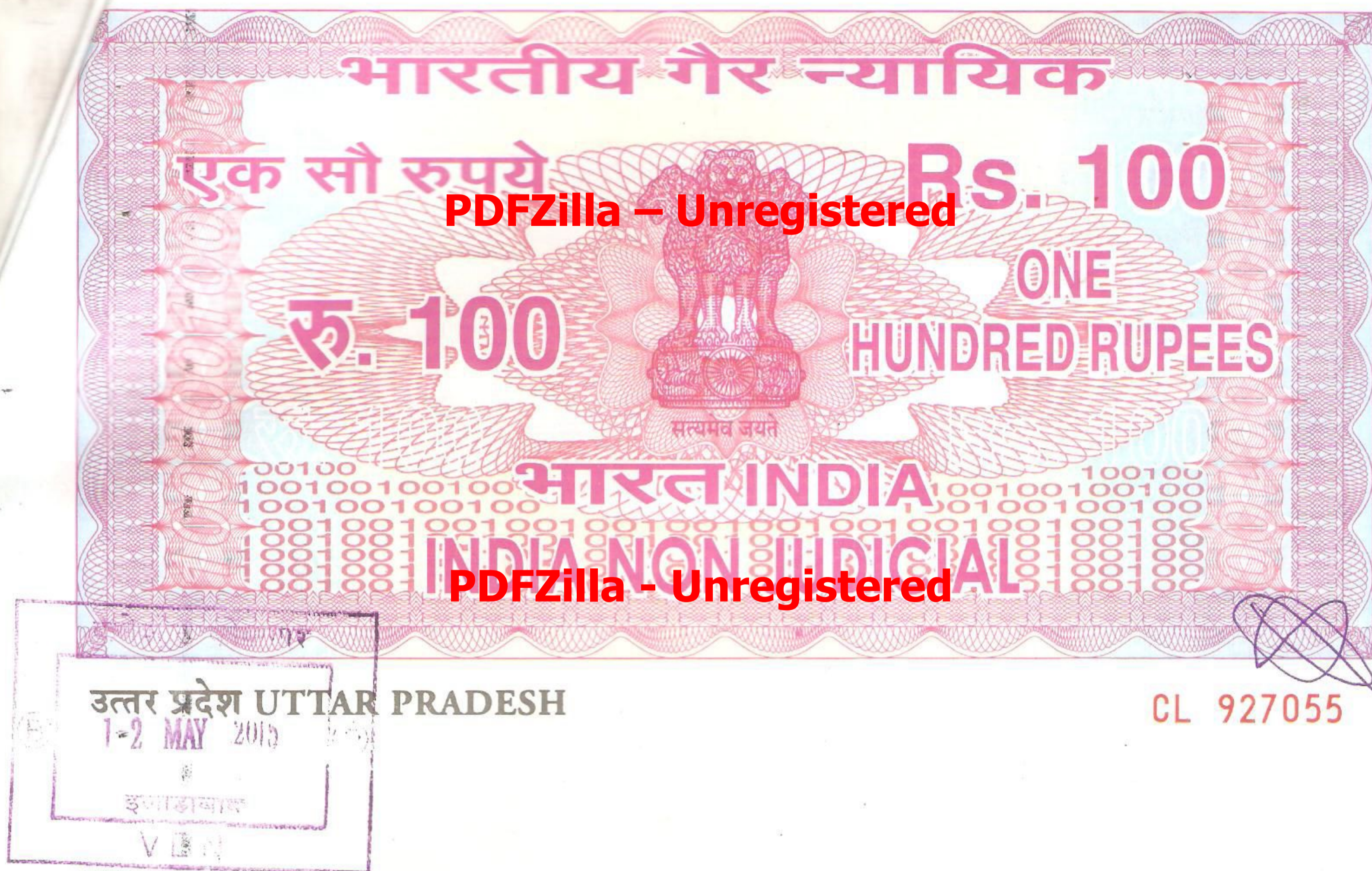


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degrees or recognitions as the Trust may prescribe or deem fit from time to time.

- xiv. To grant stipend, scholarships or any other assistance or otherwise to deserving students or scholars, to further the course of medicine and/or medical/educational research.
- xv. To setup blood banks and eye banks on the basis of voluntary donations.
- xvi. To provide preventive and curative services to all persons irrespective of cost, creed, colour, religion or language.
- xvii. To establish and maintain projects and branches thereof for the said purpose at such place or places as may be decided by the Trustees from time to time.
- xviii. To accept donations (in cash or kind), subscriptions, grants, presents and to collect dividends, rents interest and other income of the Trust Fund etc. from Individuals, Associations, Governments, National and International donor/corporate organisations for being utilised to further the objects thereof.
- xix. To construct, maintain, alter, improve, or develop any building/buildings or works necessary or convenient for the purpose of Trust.
- xx. To do, or get done, all such other things as are conducive or incidental to the attainment of said objects.





4. The management and control of the Trust and properties shall vest in the Trustees. The Trustees shall comprise of not less than two and not more than seven including the Managing Trustee. The Trustees shall have full and unfettered power to regulate and manage the affairs of the Trust. In order to fulfil the objects of the Trust, without prejudice to the generality of the foregoing provisions, the Trustees shall have the following powers:
- To accept donations, contributions, earnings by interest, grants and/or subscriptions, either in cash or in kind from any person, body and/or trust with or without conditions.
 - To erect and build up the necessary building or buildings and to make all such arrangements in relation to the establishment of any type of educational / technical institutions as they shall think fit.
 - To apply the part of the income, of the Trust Fund of whole or accumulation of the income to any one or more of the objects of the Trust, as the trustees may determine, as per their discretion from time to time.
 - To convert and deal with the Trust property and/or to carry the investments temporarily.
 - To invest or keep invested the Trust fund either in mortgage of immovable property or in debentures or other securities and investments, or in deposit with loans to functional unit and to alter, transpose or vary as the Trustees may, in their discretion, deem fit for others of the same or of like or different.

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- vi. To borrow or raise or secure payments and also to lend money, with or without security.
- vii. To dispose off either by sale or by action any property comprising of the Trust fund.
- viii. To let out any immovable property comprised of the Trust fund for the period, rent rate or on such terms and conditions, as the Trustees may deem fit for furtherance of Trust objectives.
- ix. To adjust, settle, compromise, compound, refer to arbitration all actions, suits, claims, demands and proceedings regarding the Trust fund.
- x. To make provisions, if need be, for appointment of a person (including any of the trustees or otherwise) for managing or facilitating the Trust operations.
- xi. To prepare, vary, alter or modify the schemes, rules and regulations for carrying out the objects of the Trust.
- xii. To set apart and/or allocate the whole or part of the income of the Corpus of the Trust fund for any of the aforesaid objects of the Trust.
- xiii. To Join, cooperate or amalgamate this Trust with others having similar objects on terms and conditions as the Trustees may, in their discretion, deem suitable, with regard to and in conformity with the objectives and nature of the Trust in particular.

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- xiv. To accept the management of any trust, fund or endowment or any other body in which the Trust is interested.
- xv. To enter into agreements for and on behalf of the Trust.
- xvi. To use and defend all legal proceedings on behalf of the Trust.
- xvii. To borrow money either on the security of any property comprised in the Trust Fund or otherwise, for all or any of the purposes of this present, and it shall be lawful for the Trustees to make such borrowing on payment of such interest and otherwise on such terms and conditions as they may in their absolute discretion think fit.
- xviii. To grant receipts, to sign and execute instruments and to endorse or discount cheques or other negotiable instruments on behalf of the Trust or its accredited agents.
- xix. To make sign and execute such documents as may be necessary or proper for carrying on the management of the property and affairs of the Trust.
- xx. To appoint Committee or Sub-Committees for the disposal of any business of the Trust or for advice in any matter pertaining to the Trust.
- xxi. To give aid by way of donations from the Corpus or income from the Trust Fund to other organisations or to other Trust in the state, which already exist, or to be established for the purpose mentioned above.
- xxii. To employ and pay an agent (including any bank) to transact any business or to do any act, whatsoever in relation to the trust, including the receipt and payment of money without being liable for loss and shall be entitled to be paid all the charges and expenses incurred thereby.
- xxiii. To delegate all or any of his powers to his nominee, in writing, who will be entitled so long as such nomination remains in force, to exercise such power or powers, in the same manner as the Trustees himself could do personally.
- xxiv. To apply to the International funding agencies, National funding agencies, Government, Public bodies, Urban, Local, Municipal, District, Corporations, Companies, or other persons for and to accept grants of money, equipment, land, buildings, donations, gifts, subscriptions and other assistance with a view to promoting the objects of the Foundation and to confirm by any conditions on which such grants and other payments may be received.
- xxv. To purchase or acquire and undertake/transfer, any property assets, either wholly or partly with the liabilities and engagement of any or more of the trusts, societies, organizations, institutions or associations with which this Trust is authorised to amalgamate.

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5. Shri Sanjay Kumar Srivastava shall be designated as "First Managing Trustee" and he will hold office for five years thereupon election of Managing Trustee will be through majority vote of trustees. The Managing Trustee shall be the incharge of day to day affairs of the Trust and have the following powers and responsibilities:

- i. To prescribe the powers, functions and duties of the office bearers of Trust.
- ii. To appoint a Chartered Accountant or firm of Chartered Accountants for auditing the accounts of the Trust and to report thereon.
- iii. To appoint, from time to time, such and so many employees and or such terms and conditions, as may be fit for carrying on the management and the affairs of the Foundation as also for conducting studies, investigations, researches, teachings, training or other works undertaken by the Trust.
- iv. To exercise control over the employees of the trust including the power of dismissal.
- v. To administer the funds of the Trust and any power exercisable by the Trustees as may be delegated to the Managing Trustee.
- vi. To open and maintain bank accounts current/savings/time deposits, etc. with bank or banks (public sector/ private/schedule or commercial banks), Financial institutions and Post office or offices as he deems fit. The account or accounts shall be operated by the Managing Trustee or any other person to whom he will authorise in written.

6. The Trustees alone shall have power to repeal, amend and modify the Trust objectives.

7. The Trustees shall not be entitled to receive any remuneration for acting as trustees but they shall be entitled to get reimbursement of the expenses incurred by them actually in connection with and in favour of the Trust or their duties relating thereto and also to get reasonable remuneration for services rendered by them in any other way due to their specific professional knowledge, experience or expertise.

8. The surplus generated from the activities of the trust shall be the trust fund and it will never be shared between/ amongst the trustees.

9. Every Trustee will be at liberty to resign or giving one month's notice of his her intention to do so.













10. The Trustees will meet from time to time to frame the regulations to function and rules to conduct its meeting as under:
- Two Trustees shall form a quorum for a meeting of the Trustees.
 - All matters will be decided mutually by the Trustees.
11. The present Trustees shall appoint all future Trustees, the maximum number of which shall be seven and minimum two. In case, their number falls below two at any time, the Trustee in present shall not act, except for the purpose of filling any vacancy; so long the number is below the said minimum. If any Trustee dies, retires, become as unfit or incapable to act, the continuing or surviving Trustee or Trustees will be competent to include a Trustee in place which will be lying vacant due to death, retirement, being unfit or incapable to act.
12. A person shall cease to be a Trustee in any of the following situations:
- If he/she, without informing leave of absence, does not attend three consecutive meetings of the Trustees, or
 - If he/she is requested to resign by not less than two trustees.
13. The Trustees shall always maintain proper accounts of the Trust, which shall be kept *at the office of the Trust*.
14. The accounting year of the Trust shall be ending on 31st day of March of every year.
15. Nothing contained in this deed shall be deemed to authorised to trustees to do any act which may in any way be construed statutory modifications thereof and all activities of the trust shall be carried out with a view to benefit the public at large, without any profit motive and in accordance with the provisions of the Income-tax Act, 1961 or any statutory modifications thereof.

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In witness whereof the parties hereto have hereunto seen and subscribed their respective hands, on the day, month and year first mentioned hereinabove.


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WITNESS:


(Vinod Kumar Mishra)
Settler

1. Ad. B. K. Singh
civil court, Patna

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(Sanjay Kumar Srivastava)
Managing Trustee

2. पिन्टू यादव 5/0 राम आसरे यादव
B/73 वीर अबास मेंटरी ईलाहाबाद


(Sushil Kumar Tiwari)
Trustee

Ad. B. K. Singh


(Santosh Kumar Mishra)
Trustee

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